

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK-----X
DEBRA ARCHAMBAULT,


Plaintiff,

-against-

THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK,
CHURCH OF THE IMMACULATE CONCEPTION, and
IMMACULATE CONCEPTION SCHOOL OF RELIGION,Defendants.
-----X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 19, 2019Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff
PETER J. SAGHIR
80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

TO: See Attached Service Rider

Index No.: _____/19
Date Filed: _____/19SUMMONSPlaintiff designates New
York County as the place of
trial.Basis of venue: Principal
office of defendant The
Roman Catholic Archdiocese
of New York.

SERVICE RIDER

THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK
1011 1st Avenue
New York, NY 10022

CHURCH OF THE IMMACULATE CONCEPTION
24 East Main Street
Stony Point, NY 10980

IMMACULATE CONCEPTION SCHOOL OF RELIGION
24 East Main Street
Stony Point, NY 10980

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
DEBRA ARCHAMBAULT,

Index No.: _____/19

Plaintiff,

VERIFIED COMPLAINT

-against-

THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK,
CHURCH OF THE IMMACULATE CONCEPTION, and
IMMACULATE CONCEPTION SCHOOL OF RELIGION,

Defendants.
-----X

Plaintiff, complaining of the defendants, by and through her attorneys, GAIR,
GAIR, CONASON, RUBINOWITZ, BLOOM, HERSHENHORN, STEIGMAN & MACKAUF,
respectfully shows to this Court and alleges as follows:

1. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, was and still is not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.
2. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, owned a school known as Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.
3. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.
4. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, held itself out to the public as the owner of Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

5. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.
6. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.
7. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, owned a school known as Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.
8. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.
9. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, held itself out to the public as the owner of Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.
10. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.
11. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, was and still is a not for profit

religious corporation duly organized and existing under and by virtue of the laws of the State of New York.

12. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, owned a school known as Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

13. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, its agents, servants and employees managed, maintained, operated and controlled the aforesaid school known as Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

14. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, held itself out to the public as the owner of Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

15. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

16. Upon information and belief, that at all times herein mentioned, Patrick Armida was a teacher at Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

17. Upon information and belief, that at all times herein mentioned, Patrick Armida was a Choir Director at Immaculate Conception Church located at 24 East Main Street, Stony Point, NY 10980.

18. Upon information and belief, that at all times herein mentioned, Patrick Armida was a

Eucharistic Minister at Immaculate Conception Church located at 24 East Main Street, Stony Point, NY 10980.

19. Upon information and belief, Patrick Armida is deceased.
20. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, installed Patrick Armida as a teacher at Immaculate Conception School.
21. Upon information and belief, that at all times herein mentioned, Patrick Armida served as a teacher at Immaculate Conception School at the pleasure of defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK.
22. Upon information and belief, that at all times herein mentioned, Patrick Armida was on the staff of defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK.
23. Upon information and belief, that at all times herein mentioned, Patrick Armida was acting as an agent of defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK.
24. Upon information and belief, that at all times herein mentioned, Patrick Armida was an employee of defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK.
25. Upon information and belief, that at all times herein mentioned, Patrick Armida was acting in the course and scope of his employment with defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK.
26. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, hired Patrick Armida.
27. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, retained Patrick Armida.
28. Upon information and belief, that at all times herein mentioned, defendant, THE

ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, supervised Patrick Armida.

29. Upon information and belief, that at all times herein mentioned, Patrick Armida was on the staff of defendant, CHURCH OF THE IMMACULATE CONCEPTION.

30. Upon information and belief, that at all times herein mentioned, Patrick Armida was acting as an agent of defendant, CHURCH OF THE IMMACULATE CONCEPTION.

31. Upon information and belief, that at all times herein mentioned, Patrick Armida was an employee of defendant, CHURCH OF THE IMMACULATE CONCEPTION.

32. Upon information and belief, that at all times herein mentioned, Patrick Armida was acting in the course and scope of his employment with defendant, CHURCH OF THE IMMACULATE CONCEPTION.

33. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, hired Patrick Armida.

34. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, retained Patrick Armida.

35. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, supervised Patrick Armida.

36. Upon information and belief, that at all times herein mentioned, Patrick Armida was on the staff of defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION.

37. Upon information and belief, that at all times herein mentioned, Patrick Armida was acting as an agent of defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION.

38. Upon information and belief, that at all times herein mentioned, Patrick Armida was an employee of defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION.

39. Upon information and belief, that at all times herein mentioned, Patrick Armida was

acting in the course and scope of his employment with defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION.

40. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, hired Patrick Armida.

41. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, retained Patrick Armida.

42. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, supervised Patrick Armida.

43. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, was responsible for the staffing and hiring at Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

44. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, did the hiring and staffing at Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

45. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, was responsible for the staffing and hiring at Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

46. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, did the hiring and staffing at Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

47. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, was responsible for the staffing and hiring at Immaculate Conception Church located at 24 East Main Street, Stony Point, NY 10980.

48. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, did the hiring and staffing at Immaculate Conception Church located at 24 East Main Street, Stony Point, NY 10980.

49. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, was responsible for the staffing and hiring at Immaculate Conception Church located at 24 East Main Street, Stony Point, NY 10980.

50. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, did the hiring and staffing at Immaculate Conception Church located at 24 East Main Street, Stony Point, NY 10980.

51. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, was responsible for the staffing and hiring at Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

52. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, did the hiring and staffing at Immaculate Conception School located at 24 East Main Street, Stony Point, NY 10980.

53. Upon information and belief, that at all times herein mentioned, Patrick Armida had complaints of sexual abuse made against him.

54. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees knew or should have known of the aforesaid complaints of sexual abuse against Patrick Armida.

55. Upon information and belief, that at all times herein mentioned, Patrick Armida was a known sexual abuser of children.

56. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, received complaints that Patrick Armida had been a sexual abuser of children.

57. Upon information and belief, that at all times herein mentioned, defendant, CHURCH OF THE IMMACULATE CONCEPTION, received complaints that Patrick Armida had been a sexual abuser of children.

58. Upon information and belief, that at all times herein mentioned, defendant, IMMACULATE CONCEPTION SCHOOL OF RELIGION, received complaints that Patrick Armida had been a sexual abuser of children.

59. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that Patrick Armida had been the subject of complaints of sexual abuse.

60. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that Patrick Armida was a known sexual abuser of children.

61. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that Patrick Armida's sexual abuse complaints and sexual abuse of children would be likely to result in injury to others.

62. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to investigate the aforesaid complaints against Patrick Armida.

63. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against Patrick Armida.

64. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to report or refer the aforesaid complaints made against Patrick Armida to the police or any other agency to be investigated.

65. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees carelessly, negligently and recklessly ignored and dismissed the aforesaid complaints against Patrick Armida.

66. Upon information and belief, that at all times herein mentioned, the aforesaid complaints against Patrick Armida had merit.

67. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that the aforesaid complaints against Patrick Armida had merit.

68. That at all times herein mentioned, defendants, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, CHURCH OF THE IMMACULATE CONCEPTION, and, IMMACULATE CONCEPTION SCHOOL OF RELIGION, failed to establish policies and procedures directed towards protecting minors from sexual abuse.

69. That at all times herein mentioned, plaintiff, DEBRA ARCHAMBAULT, was enrolled as a student at Immaculate Conception School from approximately 1972 to 1980.

70. From approximately 1978 to 1984, Patrick Armida using the trust and authority vested in him by defendants, began grooming plaintiff, DEBRA ARCHAMBAULT, while plaintiff was still an infant, to gain the trust of and control over the infant as part of his plan to sexually molest and abuse her.

71. From approximately 1978 to 1984, Patrick Armida sexually abused plaintiff, DEBRA ARCHAMBAULT, while plaintiff was still an infant, at Immaculate Conception School and

Church, and other locations.

72. The aforesaid abuse constituted a sexual offense as defined in article one hundred thirty of the penal law committed against a child less than eighteen years of age, or the use of a child in a sexual performance as defined in section 263.05 of the penal law, or a predecessor statute that prohibited such conduct at the time of the act, which conduct was committed against a child less than eighteen years of age.

73. From approximately 1978 to 1984, defendants, their agents, servants and employees knew or should have known that Patrick Armida was sexually abusing plaintiff, DEBRA ARCHAMBAULT, while plaintiff was still an infant, at Immaculate Conception School, and other locations.

74. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees knew or should have known that the sexual abuse by Patrick Armida of plaintiff, DEBRA ARCHAMBAULT, while plaintiff was still an infant, was ongoing.

75. Defendants, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, IMMACULATE CONCEPTION SCHOOL OF RELIGION, and, CHURCH OF THE IMMACULATE CONCEPTION, trained and instructed Patrick Armida for his employment at Immaculate Conception School.

76. Upon information and belief, that at all times herein mentioned, Patrick Armida was under the direct supervision and control of defendants, THE ROMAN CATHOLIC ARCHDIOCESE OF NEW YORK, IMMACULATE CONCEPTION SCHOOL OF RELIGION, and, CHURCH OF THE IMMACULATE CONCEPTION, when he performed the wrongful acts described herein.

77. That the aforesaid occurrences were caused or contributed to by the negligence,

carelessness and recklessness and the willful, wanton, and grossly negligent conduct of the defendants, their agents, servants and/or employees, in: selecting, hiring, contracting and retaining Patrick Armida to work with the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that Patrick Armida had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; selecting, hiring, contracting and retaining Patrick Armida when it was known or should have been known to the defendants herein that he did not possess the requisite skills or qualifications to work with children; failing to properly and adequately supervise the conduct of Patrick Armida as it related to the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that Patrick Armida had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to warn or advise the plaintiff, who was still an infant, her parents and others Patrick Armida's propensity to sexually abuse children and of the fact that he had sexually abused children whom he came in contact with by and through his roles at Immaculate Conception School; causing, permitting and allowing the sexual abuse to continue; failing to take any measures to stop the sexual abuse when it was known or should have been known to the defendants herein that the sexual abuse was continuing and ongoing; failing to establish adequate and effective professional training and educational programs and procedures for their employees calculated to prevent the sexual abuse of children; failing to implement any measures or take any steps to prevent Patrick Armida from sexually abusing the plaintiff while the plaintiff was still an infant when it was known or should have been known to the defendants herein that Patrick Armida had a history of complaints of sexual abuse made against him and a propensity to sexually abuse children and in fact had

sexually abused children; failing to make any inquiry into the background of Patrick Armida before selecting, hiring, contracting and retaining him; failing to make any inquiry into the background of Patrick Armida before selecting, hiring, contracting and retaining him when it was known or should have been known before he was hired that Patrick Armida had a propensity to sexually abuse children and had a history of complaints made against him; failing to use reasonable care to correct and remove Patrick Armida and continuing to retain him when it was known or should have been known to the defendants herein that Patrick Armida had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children and was sexually abusing children and that continuing to retain him would be likely to result in injury to others, including the plaintiff while plaintiff was still an infant; causing, permitting and allowing the plaintiff to be sexually abused while plaintiff was still an infant; and in otherwise being careless, negligent and reckless.

78. By reason of the forgoing, plaintiff, DEBRA ARCHAMBAULT, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil, and loss of faith; a severe shock to her nervous system; certain internal injuries; and has been caused to suffer physical pain and mental anguish, and emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and, plaintiff, DEBRA ARCHAMBAULT, has been forced to abstain from the duties at her vocation, and has and/or will become obligated to expend sums of money for medical expenses.

79. That by reason of the foregoing, defendants are liable to plaintiff for punitive and exemplary damages.

80. That the amount of damages sought exceeds the jurisdictional limits of all lower courts

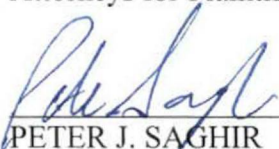
which would otherwise have jurisdiction.

81. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

WHEREFORE, the plaintiff demands judgment against the defendants, together with compensatory and punitive damages, together with the interest, cost, and disbursements pursuant to the causes of action herein.

Dated: New York, New York
November 19, 2019

Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff



PETER J. SAGHIR
80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

PETER J. SAGHIR, an attorney at law licensed to practice in the courts of the State of New York, states that affirmant is a partner with the firm of Gair, Gair, Conason, Rubinowitz, Bloom, Hershenhorn, Steigman & Mackauf, attorneys for the plaintiff in the within action; that affirmant has read the foregoing

VERIFIED AMENDED COMPLAINT

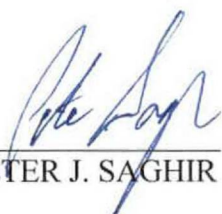
and knows the contents thereof; and that the same is true to affirmant's own knowledge except as to those matters therein stated to be alleged on information and belief and that as to those matters, affirmant believes them to be true.

Affirmant further states that the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff is not within the County wherein affirmant maintains his office.

The grounds of affirmant's belief are investigation and data in affirmant's possession and consultations had with the plaintiff.

The undersigned affirms that the foregoing statements are true under penalty of perjury.

Dated: New York, New York
November 19, 2019


PETER J. SAGHIR